

REMARKS/ARGUMENTS

Claims 1-11, 14, and 17-22, and 26-28 are pending.

Claims 12-13, 15-16, 23-25, and 29-32 have been cancelled.

Claims 33-35 have been added.

In the Office Action dated July 13, 2009, claims 1-3 and 9 were rejected under 35 U.S.C. § 102(b) as anticipated by ISP Offers Free PCs to Subscribers (ZDNet); and claims 4-8, 10-11, 14, 17-22, and 26-32 were rejected under 35 U.S.C. § 103(a) as unpatentable over ZDNet in view of U.S. Patent Publication No. 2002/0198929 (Jones).

REJECTION UNDER 35 U.S.C. § 102

It is respectfully submitted that claim 1 is not anticipated by ZDNet. Specifically, it is clear that ZDNet does not provide any hint of entering into a plurality of agreements, each of which is between a vendor and a different one of the purchasers of computers, where the agreements specify that the vendor **retains** a right to **use processing resources of the corresponding computers** after the sale of the computers.

ZDNet describes a service provider (ISP) that sells Internet services to subscribers, where in return to subscribers committing to use services of the ISP for three years, the subscribers are given computers for free. The provider-subscriber agreement between the ISP and each subscriber of ZDNet merely specifies that the subscriber is able to use resources of the ISP to access the Internet. The provider-subscriber agreement between the ISP and each subscriber would not provide the ISP the right to use processing resources of corresponding computers of the purchasers after the sale of the computers, as recited in claim 1.

Moreover, ZDNet does not provide any hint of employing the **retained** processing resources (as retained by the agreements) of the computers to perform a service that provides the vendor with a commercial benefit. The concept of employing **retained** processing resources of the computers of the purchasers is not contemplated at all in ZDNet, which merely discloses providing a free computer to a subscriber in return for a three-year subscription of an Internet service.

In view of the foregoing, it is clear that claim 1 is allowable over ZDNet.

REJECTION UNDER 35 U.S.C. § 103

Claim 6 has been amended from dependent form to independent form.

The Office Action conceded that ZDNet fails to disclose the subject matter recited in claim 6. 07/13/2009 Office Action at 5-6. However, the Office Action cited Jones as purportedly disclosing the features in claim 6 that are not disclosed by ZDNet. The Office Action cited specifically to ¶¶ [0006] and [0017] of Jones. Paragraph [0006] of Jones refers to using peer-to-peer technology to offload demands from master servers to nearby clients that are downloading the same content for their own use. As explained in ¶ [0006] of Jones, the master server divides a large file into small pieces that are downloaded to first client machines that request a file. These client machines will then function as peer-to-peer servers. Subsequent requests from new client machines are then redirected by the master server to the client machines which already have the required file pieces.

There is no hint given in this passage of Jones of entering into agreements to **retain** a right to use **storage areas** in respective computers, or a vendor node maintaining information identifying files stored in respective **retained** storage areas of the corresponding computers.

Paragraph [0017] of Jones describes a network data processing system with a network that represents a collection of networks and gateways. However, there is no hint here of the foregoing subject matter of claim 6 discussed above.

It is also clear that the ISP-subscriber agreements discussed in ZDNet do not provide any retention of rights to use storage areas in respective computers. Nor does ZDNet provide any hint of a vendor node maintaining information identifying files stored in the respective **retained** storage areas of the corresponding computers.

Therefore, it is clear that even if ZDNet and Jones could be hypothetically combined, the hypothetical combination of reference would not have led to the subject matter of claim 6. Moreover, in view of the significant differences between the claimed subject matter in the teachings of ZDNet and Jones, a person of ordinary skill in the art would not have been prompted to combine the teachings of the references to achieve the claimed subject matter.

Claim 6 is therefore non-obvious over ZDNet and Jones.

Independent claim 14 was also rejected as purportedly obvious over ZDNet and Jones. The obviousness rejection of claim 14 is defective based on the incorrect allegation made in the Office Action that ZDNet discloses entering into an agreement between the vendor and one of the purchasers where, with respect to a specific one of the devices to be sold to one of the purchasers, the vendor retains a right to use a portion of the embedded processor of the specific device after the sale thereof. ZDNet also provides no hint of providing a service that provides the vendor with a commercial benefit, which includes employing the **retained** portions of the embedded processors of the devices in the network.

Moreover, it is clear that Jones also fails to disclose or hint at the subject matter of claim 14 missing from ZDNet. Thus, claim 14 is clearly non-obvious over ZDNet and Jones.

Independent claim 21 is also similarly non-obvious over ZDNet and Jones.

Dependent claims are allowable for at least the same reasons as corresponding independent claims. In view of the allowability of base claims, the obviousness rejection of dependent claims has been overcome.

Allowance of all claims is respectfully requested.

The Commissioner is authorized to charge any additional fees and/or credit any overpayment to Deposit Account No. 08-2025 (10018453-1).

Respectfully submitted,

Date: October 12, 2009

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